

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

PACE AIR FREIGHT, INC.

Respondent

and

Case 25–CA–261402

TRACIE ELDRIDGE, an Individual

Charging Party

Tiffany Limbach, Esq.,
for the General Counsel.
E. Scott Treadway, Esq.,
for Respondent.
John Robert Panico, Esq.,
For Charging Party.

DECISION

STATEMENT OF THE CASE

ROBERT A. GIANNASI, Administrative Law Judge. The 2-day virtual zoom hearing in this case opened on July 19, 2021 and concluded on August 9, 2021. The complaint alleges that the Respondent violated Section 8(a)(1) of the Act by terminating employee Tracie Eldridge for engaging in protected concerted activity—discussing with other employees that Respondent “did not properly assign routes to employees,” and complaining about that to Respondent. An answer was filed by Respondent denying the essential allegations in the complaint. After the conclusion of the trial, the General Counsel and the Respondent filed briefs which I have read and considered.

Based on the briefs and the entire record, including the testimony of the witnesses and my observation of their demeanor, I make the following

FINDINGS OF FACT

I. JURISDICTION

Respondent, a corporation, with an office and place of business in Plainfield, Indiana, is engaged in the business of forwarding freight and transporting temperature sensitive pharmaceutical cargo. In conducting its business during a representative one-year period, Respondent provided services valued in excess of \$50,000 in states outside of Indiana. Accordingly, I find, as stipulated in G.C. Exh. 2, that Respondent is

an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

5

A. The Facts

Background

10 Respondent is an air freight company whose Plainfield facility mainly involves transporting pharmaceutical products to and from the Indianapolis airport and Roche and other pharmaceutical manufacturing companies in the Indianapolis area. Tr. 117-119. Those local deliveries are made by some 15 or 16 local drivers who work on three shifts from the Plainfield facility. Tr. 120-121. One of those local drivers was Charging
15 Party Tracie Eldridge, who was employed by Respondent at its Plainfield facility from July 2018 until her discharge on May 21, 2020. She worked on the first shift, under Terminal Manager David Gray and Dispatcher James Montgomery, both admitted agents and supervisors of Respondent.

20 Eldridge was fired after questioning her driving assignment on May 21, 2020, but she did not have an unblemished employment record. On April 7, 2020, Eldridge received a verbal warning for failing to remove Hazmat placards after dropping off her empty trailer. On the same date, she was issued a written warning and a 2-day suspension for not confirming the temperature on her trailer before leaving the shipper.
25 R. Exhs. 9 and 10. Such disciplines could have been the predicate for discharge under Respondent's progressive discipline policy, although that policy need not be followed, under Respondent's rules "depending on the nature of the offense." Tr. 148, R. Exh. 4.

30 Dispatcher James Montgomery testified that Eldridge was a chronic complainer. According to Montgomery, Eldridge complained about "everything," throughout her employment. Tr.44-45, 48-49. His testimony in this respect is corroborated by a text exchange between the two where Eldridge complained about the way Montgomery criticized aspects of her work. G.C. Exh. 3. There is no evidence, however, that
35 Eldridge's complaints, either in the above text exchange or at any other time during her employment prior to the date of her discharge, amounted to group complaints. Indeed, the General Counsel's complaint in this case limits the alleged concerted protected activity engaged in by Eldridge solely and specifically to whatever she did or said on May 21, 2020, the day of her discharge. G.C. Exh. 1(c).

40 Dispatcher Montgomery testified about how the assignments for local drivers such as Eldridge were handled. In particular, he described assignments for one of Respondent's main customers, the Roche pharmaceutical company, which has a facility in the Indianapolis area. Roche dictates when those orders are to be delivered through a forwarding agent. Tr. 46-47, 170. Dispatchers such as Montgomery assign those
45 loads to particular local drivers and those drivers must accept the assignments. Tr. 47-48. There are 2 regular every-day deliveries to Roche—the so-called am delivery—at 5

am, and the pm delivery—at 9 am. Tr. 167-168. Those deliveries are regularly handled by specific drivers. Tr. 168. Then, there are other deliveries or loads that are different from the regular am and pm loads—the extra loads, which are assigned on an ad-hoc or volunteer basis. If those assignments are scheduled prior to the regular starting time, the drivers are paid overtime. And, if there are no volunteers, Montgomery has to pick someone. Tr. 169, 175-176. Assignments for an extra load for Roche can occur at any time during the day and some 5 or 6 times a week. Tr. 172, 175-176.

Eldridge is Discharged after her May 21 Workday

At the end of the workday on May 20, Montgomery assigned an extra Roche load for early the next morning to Eldridge, which she voluntarily accepted. As Eldridge testified, Montgomery asked whether she would come in early to “do the extra Roche run in the morning” and she agreed. Tr. 64-65. She did in fact come in to work the next morning, May 21, at about 5 or 5:30 am to do the extra Roche load. Tr. 69, 176. It is clear, as Eldridge acknowledges, that drivers must accept assignments made by dispatchers as part of their job. Tr. 47-48, 100-103. Eldridge testified that ordinarily she would receive her first assignment of the day from the dispatcher and would, when she finished that run, call the dispatcher to get her next assignment and any other assignments thereafter. Tr. 54-56, 102.

On May 21, after picking up a trailer containing the extra load at the airport, Eldridge delivered it to Roche’s facility. Tr. 69-71. Thereafter, at about 10 am on May 21, Eldridge texted another driver, Monae (no last name identified in the record), who regularly delivered the pm load to Roche and asked whether she was coming to Roche empty. Monae said no, that she had to be “live loaded,” and that someone came in early to deliver a load to Roche. Eldridge replied that it was she who came in early that morning and delivered what she called “the pm stuff.” G.C. Exh 6. Eldridge said that she was confused “as to why I ran the pm load up here and your doing the extra load its usually the other way around.” Eldridge apparently thought that the extra load that she had delivered was either the pm load or that Monae was supposed to handle early morning extra loads to Roche because she normally delivered the pm load to Roche. That was wrong, as shown by Montgomery’s credited testimony discussed elsewhere in this decision. But, in any event, such assignments are within the province of management. For her part, Monae said she was “not sure” about what Eldridge had said about the Roche assignments and that it did “not matter” to her. Monae also said that she would not come in early to take a load. Eldridge then opined that no one else would do that either, even though she voluntarily did so that very morning. Monae responded that she was “not worried about it. They seem to like me. I like my job and it’s working out for everyone.” G.C. Exh. 6 (grammatical errors in the original).¹

Later that day, shortly after 3 pm on May 21, Eldridge texted her dispatcher, James Montgomery, that she did not mind doing an “extra roche run, but when your pm driver tells me your not even going to have her do it because she wasnt hired to come in and do it and then text me and ask me why shes the one sitting there waiting for the pm

¹ Monae did not testify and she was no longer employed by Respondent at the time of the hearing.

load to get done and not me..well..she can do the pm load or someone else..ill do extra but I wont come in to run her load so she doesnt have to get up” Montgomery responded, “You’re ridiculous.” Eldridge responded that what was ridiculous was “another driver telling me you wont ask them to do a run because you know better,” to which Montgomery again replied, “That’s ridiculous.” Eldridge then added, “Im not the only one of your drivers that feels that way they just wont tell you.” G.C. Exh. 7 (grammatical errors in the original). The text exchange carried specific timing. It began at 3:09 pm and ended at 3:34 pm.

Montgomery called Eldridge after he received the above text to find out “what was going on.” Tr. 43. Eldridge told Montgomery that she was not going to do the Roche runs any more. Tr. 43-44, 48. Montgomery testified that that was the first time any employee had made such a statement to him. Tr. 48. Montgomery’s testimony about Eldridge’s statement that she was not going to do the Roche runs any more was firm and emphatic. On two separate occasions, he parried counsel for General Counsel’s attempt to get him to say that Eldridge limited her refusal to early morning Roche loads and he insisted her refusal was not so limited. Tr. 43, 174. Moreover, the testimony about what Eldridge told Montgomery orally in the telephone call is consistent with what she said in the text message, although the text message was based on her mistaken view that she would be doing Monae’s job. I therefore credit Montgomery’s testimony in this respect. Indeed, I found Montgomery overall the most credible witness in this case based mostly on the detail of his testimony and his forthright demeanor.

Eldridge denied, without elaboration, that Montgomery called her after their text exchange. Tr. 89-90. I do not credit Eldridge because I found her generally to be an unreliable witness. An example is the confusion in her testimony on the issue of her text exchange with Montgomery and her alleged conversation with another driver, Chris Stone. In her text to Montgomery, Eldridge, in a somewhat dramatic manner, distorted her conversation with Monae, making an assumption that she was assigned Monae’s work because Respondent was accommodating Monae’s desire to sleep in. Eldridge also testified that, after her text with Monae, she talked about it with Chris Stone (Tr. 86), which seemed calculated to show her position was supported by other employees. But her testimony in this respect is not clear or detailed. On three separate occasions, she testified that she texted Montgomery before she spoke with Stone. Tr. 86, 87. That text, of course, ended at 3:34 pm. But she also testified that, after she spoke to Stone, she finished out her day and dropped off a trailer to the airport (Tr. 85) and that she was on the phone with Stone during the last part of the text exchange with Montgomery. Tr.89-90. According to Eldridge she returned to Respondent’s facility to clock out at “around 5:30.” Tr.90.

Eldridge first testified to talking to two other drivers about her concern over doing Monae’s work, one of whom was not even an employee of Respondent. She refused at first to reveal the name of the second, who was an employee of Respondent, but later did identify Stone as that driver. Her testimony on this matter was unclear and confusing. Tr. 81-87. But even apart from that, Eldridge did not describe her alleged conversation with Stone in any detail and he did not testify. Eldridge’s testimony was so

unreliable that I doubt she even talked with Stone. I was also unimpressed with Eldridge's demeanor. She seemed angry both in her testimony about her exchanges with Montgomery and others on the day of her discharge and about how she had been treated by Respondent. She was also mistaken but adamant about whether she was
 5 doing someone else's job. All of this colored her testimony and thus I cannot rely on any of her testimony in this case unless it is against her interests.

At the end of the day on May 21, Montgomery had another Roche extra load run early the next morning and he assigned it on the afternoon of May 21 to another driver.
 10 Tr. 50-51. Montgomery reported what Eldridge had told him orally about refusing to do another Roche run to his superiors, Terminal Manager David Gray and Safety Director Dan Beauchot. He also sent them his text exchange with Eldridge discussed above. Tr. 43-44, 175-177. Gray confirmed receiving Montgomery's communications with Eldridge. Tr. 33-34.²

Contrary to counsel for the General Counsel's opening statement (Tr. 13-14), Eldridge's concern that she was doing Monae's work was in error. As I have found, her testimony on this and on other matters was unreliable. As Montgomery credibly testified, in her May 21 assignment, Eldridge was not transporting Monae's pm load.
 20 She was transporting an extra load. That was within Eldridge's normal responsibilities as a local driver. Tr. 169-170. Montgomery acknowledged, as counsel for the General Counsel points out in her brief (Br. at 6) that Eldridge may have been told by an unidentified person, when she picked up the load at the airport that morning, that she was doing a pm load, but that was not accurate. Indeed, that person was not even an
 25 employee of Respondent and certainly not a supervisor. See Tr. 169-170. Nor did Eldridge's exchange with Monae support the notion that she was doing Monae's work, although Eldridge distorted their exchange to make it seem that way. Monae had no accurate knowledge of what load Eldridge was transporting that morning and she did not purport to have such knowledge. Eldridge made assumptions about her assignment
 30 that were well outside the realm of reality and that too reflects on her reliability as a witness. According to Montgomery, Eldridge held on adamantly to her erroneous view that, in doing extra loads for Roche, she was doing someone else's job. Tr. 171. It was in this context that Montgomery viewed Eldridge's position that she would not do any more Roche runs to be a refusal to do future loads, thus making it necessary for
 35 Montgomery to assign the extra load for the next morning to another employee. And that is what he communicated to his superiors. Tr. 170.³

² The General Counsel attempts to impugn Montgomery's credibility because an affidavit he provided in a related state unemployment proceeding stated that Eldridge refused an assignment. I reject that attempt, which does not alter my view that Montgomery was a very credible witness in this case. In his testimony before me, Montgomery did not say that Eldridge actually refused an assignment. He agreed that she did the assignment on May 21. But he also credibly testified that she refused any future Roche assignments. He may have viewed the anticipatory refusal to constitute an actual refusal in the affidavit given in the unemployment case, but his testimony in this case was consistent and in accord with objective fact.

³ Throughout her testimony, Eldridge held to the erroneous view expressed in her text message to Montgomery that she was doing Monae's work and that she was objecting to doing that in the future so

Eldridge was discharged at the end of the workday on May 21. Terminal Manager Gray made the decision to discharge Eldridge. He testified that the decision was made, in conjunction with Beauchot, after he talked with Montgomery and after he read the text between Montgomery and Eldridge. Tr. 23-25, 33-34, 91. Gray testified that he decided to discharge Eldridge because she was “argumentative and not wanting to do the job that she was asked to perform.” Tr. 24-25. Gray also testified that Montgomery told him that “he had asked her to start an earlier shift and she refused.” Tr. 25.⁴

When Eldridge arrived at the terminal at the end of her workday, she was given a “Disciplinary Action Form,” which included pre-printed language, stating “Explanation & specific occurrence(s) of policy violations &/or inadequate performance leading to this disciplinary action, including punitive steps to be taken.” Tr. 165. After that language was written the following: “ARGUING WITH DISPATCH AND GETTING OTHER DRIVERS INVOLVED IN THE ARGUMENT INSTEAD OF DOING THE JOB.” The latter was written by Safety Director Beauchot, who handed the discharge notice to Eldridge. R. Exh. 11, Tr.31-32, 34, 90. Beauchot was no longer employed by Respondent at the time of the hearing and he did not testify.⁵

Monae could, as Eldridge put it, “sleep in”—a nasty gratuitous comment on its own. She also affirmed her view that all the drivers “had to do it.” To the extent that her testimony is meant to contradict Montgomery’s testimony that her view was in error, I discredit Eldridge’s testimony. Not only was it her opinion rather than fact, as she conceded (Tr. 79), but her knowledge of the assignment function was very limited and likely based on hearsay. It was thus unreliable testimony, as was her testimony on other matters, as mentioned above. Indeed, it was Montgomery who had the best knowledge of how assignments were handled, especially on describing how extra loads were different from the am and pm loads to Roche.

⁴ Although counsel for the General Counsel concedes that, in making his discharge decision, Gray relied upon the Eldridge text to Montgomery, she casts doubt on whether Gray was told or relied on Eldridge’s separate oral statement to Montgomery that Eldridge would no longer do runs to Roche. It is true that, when Gray was recalled by me near the end of the hearing to testify further about the discharge, he did vacillate on whether he considered that statement. At times he said he did rely on it and at times he said he did not. But, in the context of the entire record, it is not plausible that Gray did not consider the oral statement. It is clear that Gray spoke to Montgomery before he made the discharge decision and it would be very likely that Montgomery mentioned the oral statement, as he himself testified. Counsel for General Counsel also questions Gray’s testimony that Eldridge actually refused an assignment. That, of course, is not what happened. Rather, it is clear from the record that Eldridge refused future assignments to Roche. Gray’s mistaken notion that Eldridge actually refused such an assignment may have been prompted by the fact that, after Eldridge’s oral statement, Montgomery did indeed assign another extra load assignment for the next day to another driver. In any case, Gray’s confusion does not alter my findings as to Eldridge’s oral statement to Eldridge or Gray’s reasons for the discharge.

⁵ At several points in her brief, counsel for the General Counsel cites Eldridge’ testimony at Tr. 90 that, in the discharge conversation, Beauchot told her that she was “harassing” Montgomery and that Gray told her that if she had kept her mouth shut and done her job she would still be employed. Her testimony about being told she was harassing Montgomery is consistent with the language in the discharge notice and objective fact. Obviously, that testimony by Eldridge does not help the General Counsel’s case. The testimony about keeping her mouth shut does arguably help the General Counsel’s case. However, that testimony does not ring true, and, because I did not find Eldridge a reliable witness, I do not consider that

After Eldridge was given the termination notice, Gray and Beauchot accompanied her to her vehicle, which was parked in the terminal parking lot. At that point, Eldridge and Gray exchanged words. Gray told her that Respondent could not put up “with the arguments anymore and the text messages.” Eldridge replied that Gray “would be dead soon.” Gray asked if she was threatening him. Eldridge replied she was not, but he would be dead soon “because you are old.” Tr. 180-181. Eldridge acknowledged the above exchange with Gray. Tr. 92-93, 106.⁶

B. Discussion and Analysis

It is well settled that an employer violates Section 8(a)(1) of the Act if it disciplines or discharges an employee for asserting his or her right, under Section 7, to engage in concerted activity for the purpose of mutual aid and protection. Activity is “concerted” if it is engaged in with or on behalf of other employees and not solely by and on behalf of the employee himself or herself. The activity of a single employee may be concerted if it seeks “to initiate or induce or to prepare for group action” or brings “truly group complaints to the attention of management.” *Marburn Academy Inc.*, 368 NLRB No. 38, slip op. 10 (2019), citing numerous authorities. See also *Alstate Maintenance, LLC*, 367 NLRB No. 68, slip op. 8 (2019) (Even if concerted, for it to be protected, the employee’s activity must also be for the purpose of “mutual aid and protection.”).

The above calls for a two-step analysis: The first question to be answered is whether the employee did engage in protected concerted activity. If that is answered in the affirmative, the second question to be answered is whether the employer did indeed discharge the employee for that unlawful reason.

Eldridge Was Not Engaged in Concerted Activity for Mutual Aid and Protection

The only alleged concerted protected activity that played a role in Eldridge’s discharge in this case was the text messages between Eldridge and Monae and between Eldridge and Montgomery and Eldridge’s alleged conversation with driver Chris Stone. It is clear that, in the text with Monae, Eldridge erroneously thought that she had been assigned a load that was normally assigned to Monae, the regular Roche pm load driver. In fact, however, she was assigned an extra load that was properly assigned to and accepted by her. Even apart from this mistaken view of her assignment, it is clear that Eldridge was complaining only about her assignment. Monae stated that she was not concerned about Eldridge’s complaint. She did not care who did the extra loads and was pleased with her job, as she clearly stated. And she

testimony credible.

⁶ The parties agreed to the receipt in evidence of the transcript of the related unemployment hearing in this matter. Even though no witness was confronted with that transcript or had the opportunity to comment on their testimony in that proceeding, I agreed to consider the transcript only insofar as the parties were able to impeach witnesses who testified in both proceedings. The parties made arguments on the matter in their briefs, but nothing in those arguments change my credibility determinations based on my assessment of the demeanor of the witnesses and their testimony in this proceeding.

certainly did not authorize Eldridge to speak for her. Nor did Eldridge's unreliable testimony about her alleged conversation with Stone turn her individual complaint into a group complaint. Even assuming she did indeed talk to Stone about the matter, Eldridge provided no details about the conversation and there is no evidence that Stone
 5 authorized her to bring any complaints to the attention of management. In her subsequent text with Montgomery, Eldridge again mistakenly complained about the assignment to her of someone's else's job. But again, it was not a group complaint; it was an individual complaint about her assignments. The addition to the statement in the text to Montgomery that other drivers did not want to do someone else's job does
 10 not make the complaint a group complaint. That was, at best, a misguided hearsay-based opinion on the part of Eldridge, an overall unreliable witness. Finally, based on my credibility determination, my finding that Eldridge specifically told Montgomery that she would no longer do Roche deliveries had nothing to do with a group complaint. It was pure and simple a refusal to do future specific assignments.

15 Accordingly, I find that, prior to her discharge on May 21, Eldridge was advancing an individual and not a group complaint and she was not engaging in protected concerted activity for mutual aid and protection. As the Board has stated, "[employees] cannot pick and choose the work they will do or when they will do it. Such conduct
 20 constitutes an attempt by the employees to set their own terms and conditions of employment in defiance of their employer's authority to determine those matters and is unprotected." *Audubon Health Care Center*, 268 NLRB 135, 137 (1983).

Eldridge was not Discharged for Engaging in Protected Concerted Activity

25 My finding above that Eldridge was not engaged in protected concerted activity when she was fired essentially ends the matter. However, I will turn to the second question in case the Board disagrees with my finding in that respect. This part of the case basically presents an issue of motivation—was Eldridge actually discharged for
 30 engaging in protected concerted activity. Such cases are analyzed under the dual motive causation test set forth in *Wright Line*, 251 NLRB 1083 (1980), enf'd on other grounds 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982), approved in *NLRB v. Transportation Management Corp.*, 462 U.S. 393 (1983). See also *Tschiggfrie Properties, Ltd.*, 368 NLRB No. 120, slip op. 7 (2019). Under *Wright Line*, the General
 35 Counsel must satisfy an initial burden of showing by a preponderance of the evidence that the employee's protected activity was a motivating factor in a respondent's adverse action. If the General Counsel meets that initial burden, the burden shifts to the respondent to show that it would have taken the same action even absent the employee's protected activity. See *Hard Hat Services, LLC*, 366 NLRB No. 106, slip op. 7 (2018), and cases there cited.
 40

Applying the above principles, I find that the General Counsel has failed to meet the initial burden of showing that the Respondent discharged Eldridge for engaging in protected concerted activity. The written discharge notice first mentions arguing with
 45 dispatch, which accurately reflects the text exchange between Eldridge and Montgomery. It also mentions that the argument related to Eldridge refusing to do her

job, which accurately reflects not only the substance of Eldridge's complaint in her text to Montgomery, but also Eldridge's oral refusal to do Roche assignments in the future. Eldridge's text to Montgomery amounted to an angry diatribe based on a mistaken belief that she was doing the job of someone's else who did not want to come in early and

5 Eldridge was not going be a party to that. Not only was Eldridge mistaken about her assignment that day, but she persisted in that mistaken view in her communications with Montgomery and refused to do Roche jobs in the future. Even after Eldridge was given her discharge notice and was walking back to her car, Gray told her that Respondent could not put up with her arguments with Montgomery. Thus, her

10 complaints and arguments with management over her individual assignment formed the main basis for the discharge.

But the discharge notice also mentions Eldridge's getting other drivers involved in the argument with Montgomery. Although inartful, this language does not necessarily

15 refer to concerted protected activity. Beauchot, who wrote the language, obviously had knowledge of the Eldridge-Montgomery text, which specifically mentioned that, in Eldridge's view, other drivers similarly objected to doing Roche runs that Eldridge mistakenly believed should not be done by someone else. But that does not establish that Respondent's discharge decision focused on getting other employees involved in a

20 group complaint rather than an individual complaint. Nor did the General Counsel persuasively establish that Respondent knew about the alleged concerted nature of Eldridge's complaint. The only employer knowledge would have to have been through Montgomery and his knowledge could only come through the text exchange between him and Eldridge. There was not enough detail in that text to show that there was

25 employer knowledge of concerted protected activity. Nor did the discharge notice say anything about what exactly Eldridge was doing to get other employees involved in her argument with Montgomery.

Nevertheless, assuming without deciding that the General Counsel's initial

30 burden under *Wright Line* was established by the language in the discharge notice about Eldridge involving other employees in her complaint, I find that Respondent would have discharged Eldridge even without that reference or that reason. Respondent had good reason to believe, as Montgomery clearly believed, that Eldridge, based on her mistaken view of Roche extra loads, would refuse to do any Roche deliveries in the

35 future. It also had good reason to believe Gray's determination that arguing with her dispatcher over her mistaken view was not acceptable. Respondent need not retain an employee who is rightly perceived as wanting to pick and choose future assignments and questioning the authority of her supervisor in that endeavor. Thus, the General Counsel has not established that the Respondent violated the Act by discharging

40 Eldridge.⁷

⁷ In view of my findings set forth above, I need not reach the issue, which I asked the parties to brief, whether Eldridge's comments to Gray after her discharge were sufficient to deprive her of a reinstatement remedy even if the discharge violated the Act.

Conclusion of Law

Respondent has not violated Section 8(a)(1) of the Act by discharging employee Tracie Eldridge.

On these findings of fact and conclusion of law, and on the entire record, I issue the following recommended⁸

ORDER

The complaint herein is dismissed in its entirety.

Dated at Washington, D.C., October 12, 2021.



Robert A. Giannasi
Administrative Law Judge

⁸ If no exceptions are filed, as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be waived for all purposes.